

OTTERTOPIA LLC HOLD HARMLESS AGREEMENT

Activity: Otter Encounter

Location: Otttertopia Locations

The below signed, in exchange for permission to participate in this activity; agree to release and hold harmless OTTERTOPIA LLC ("OT"), its administration board, officers and/or appointed members, agents of those parties, and class instructors (collectively, "Released Parties") from all claims of personal injury or property damage incurred by myself, or anyone in my group/party, including my minor children while participating in the above referenced activity, as well as any other activity with OT hereafter, including, but not limited to, animal encounters and interactions of any kind. This includes loss of life, physical injuries, and loss of personal property. I acknowledge and agree that I will remain financially responsible and liable for all costs, including medical costs, search and rescue costs, third party property damages, and any other costs incurred by OT on behalf of my minor children. The activity has been explained to me, including risks involved in participating in the activity including, but not limited to, the fact that wild animals, though appearing friendly and docile, are wild animals and prone to unpredictable and sudden behavior which may be harmful, and I understand those risks include, but are not limited to, PERSONAL INJURY or LOSS OF PERSONAL PROPERTY for me and my minor children. Knowing this, I voluntarily choose to participate in the activity. I consent to OT taking photographs, video recordings, and/or sound recordings in documenting the activities of OT programs and services. I hereby grant OT and its affiliates permission to use the negatives, prints, motion pictures, video/audio tapings, or any other reproduction of the same for OT educational and promotional purposes in manuals, on flyers, on the internet (i.e., Facebook), and in other publications and media. It is my intent that this Agreement shall prohibit me, my heirs, assignees and personal representatives from making any claims against the Released Parties, or taking any legal action should I or my minor children become injured or suffer a loss as may occur as a direct result of my participation in the activity, during the activity, at the scheduled location. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Otttertopia LLC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Otttertopia may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Otttertopia LLC or participation in Club programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Otttertopia LLC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Otttertopia LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program. I and OT also agree that in any action brought under this agreement the prevailing party shall be entitled to reasonable attorney fees and costs. THIS AGREEMENT SHALL BE CONSTRUED AS BEING IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO AND SHALL BE BROUGHT BEFORE THE COURTS OF KOOTENAI COUNTY SUPERIOR COURT WITH ANY OBJECTION TO THAT VENUE HEREBY WAIVED, AND IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND IT. THEREFORE, I SIGN THIS AGREEMENT VOLUNTARILY.

DATE: _____

PRINTED FULL LEGAL NAME _____

SIGNATURE: _____